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14 TRANSIT, INC.  
15 (erroneously sued as "LAIDLAW  
16 TRANSPORTATION, INC.")  
17 and JAYME L. STRAHL

ORIGINAL  
FILED

NOV 16 2007

RICHARD W. WIEKING  
CLERK, U.S. DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

E-filing

11 UNITED STATES DISTRICT COURT  
12 NORTHERN DISTRICT OF CALIFORNIA

13  
14 PAUL GRISSO,

15 Plaintiff,

16 v.

17 JAYME L. STRAHL, RALPH A. MIRANDA,  
18 and LAIDLAW TRANSPORTATION, INC.

19 Defendant(s).

CV 07

Case No.

5834

NOTICE OF REMOVAL OF ACTION  
TO THE UNITED STATES DISTRICT  
COURT FOR THE NORTHERN  
DISTRICT OF CALIFORNIA  
PURSUANT TO 28 U.S.C. §§ 1331,  
1441(a) AND (b) BY DEFENDANTS  
LAIDLAW TRANSIT, INC. AND  
JAYME L. STRAHL (FEDERAL  
QUESTION)

21 TO THE CLERK OF THE UNITED STATES DISTRICT COURT FOR THE  
22 NORTHERN DISTRICT OF CALIFORNIA:

23 PLEASE TAKE NOTICE that Defendants LAIDLAW TRANSIT, INC. (erroneously sued as  
24 "LAIDLAW TRANSPORTATION, INC.") and JAYME L. STRAHL hereby invoke this Court's  
25 jurisdiction under the provisions of 28 U.S.C. §§ 1331, 1441(a) and (b) and remove the above-  
26 entitled action to this Court from the Superior Court of the State of California in and for the County  
27 of Sonoma, Small Claims Court. The grounds for removal are as follows:

1       1. On or about October 11, 2007, Plaintiff PAUL GRISSO ("Plaintiff") who, on  
 2 information and belief, was and is at all times relevant hereto a resident of Santa Rosa, California,  
 3 filed a Claim and Order to Go to Small Claims Court ("Claim") against Defendants LAIDLAW  
 4 TRANSIT, INC. (erroneously sued as "LAIDLAW TRANSPORTATION, INC.", hereinafter  
 5 "LAIDLAW"), JAYME L. STRAHL (hereinafter "STRAHL") and RALPH A. MIRANDA  
 6 (hereinafter "MIRANDA") in the Superior Court of the State of California in and for the County of  
 7 Sonoma, Small Claims Court, entitled, Paul Grisso vs. Jayme L. Strahl, et al., Case No. MSC  
 8 173288 ("Claim").

9       2. On or about October 17, 2007, Defendant STRAHL was personally served with a  
 10 copy of Plaintiff's Claim. The Claim sets forth the allegation Plaintiff is owed \$1,200.00 "[d]ue to  
 11 the fact that Defendants did not properly inform Plaintiff concerning union security and Beck  
 12 rights." A true and correct copy of the Claim served on STRAHL is attached hereto and  
 13 incorporated by reference as Exhibit "A." Defendant LAIDLAW has not yet been served with the  
 14 Claim and Defendants LAIDLAW and STRAHL are informed by Defendant MIRANDA's counsel  
 15 that MIRANDA has not yet been served with the Claim either.

16       3. Plaintiff PAUL GRISSO's employment with Defendant LAIDLAW was at all times  
 17 governed by a collective bargaining agreement ("CBA") which was in full force and effect at all  
 18 times relevant herein between Defendant LAIDLAW and Plaintiff's exclusive collective bargaining  
 19 representative, Teamsters Union, Local 624 ("Union"). A true and correct copy of the CBA is  
 20 attached hereto as Exhibit "B."

21       4. Defendant LAIDLAW is an employer within the meaning of Section 2(2) of the  
 22 National Labor Relations Act ("NLRA"), 29 U.S.C. § 152(2), who employs individuals in an  
 23 industry affecting interstate commerce within the meaning of Section 301 of the Labor Management  
 24 Relations Act ("LMRA"), 29 U.S.C. § 185(a).

25       5. The Union is a labor organization within the meaning of Section 2(5) of the NLRA,  
 26 29 U.S.C. § 152(5).

27       6. At all relevant times, Defendant LAIDLAW and the Union were parties to the CBA  
 28 which was executed on October 26, 2006 and predecessor CBAs thereto.

1           7. Prior to the cessation of Plaintiff's employment with Defendant LAIDLAW in or  
 2 about November, 2006, Plaintiff was a member of the Union and the terms and conditions of his  
 3 employment were encompassed in a CBA.

4           8. Plaintiff's Claim alleges he is owed \$1,200.00 "[d]ue to the fact that Defendants did  
 5 not properly inform Plaintiff concerning union security and Beck rights". The "Beck rights"  
 6 referenced in Plaintiff's Claim refer to the United States Supreme Court decision rendered in  
 7 Communication Workers v. Beck, 487 U.S. 735 (1988), which held that employees could not be  
 8 contractually required under collective bargaining agreements to pay any union dues or fees beyond  
 9 those necessary for the performance of the union's employee representation duties. As such,  
 10 Plaintiff's Claim alleges a breach of the CBA.

11           9. Section 301 of the LMRA provides this court with original jurisdiction to entertain  
 12 "[s]uits for violation of contracts between an employer and a labor organization representing  
 13 employees in an industry affecting commerce as defined in this Act . . . [which] may be brought in  
 14 any district court of the United States having jurisdiction of the parties, without respect to the  
 15 amount in controversy or without regard to the citizenship of the parties." Thus, jurisdiction to  
 16 entertain Plaintiff's Claim is conferred upon this Court.

17           10. Plaintiff's Claim is preempted by the LMRA because resolution of the Claim  
 18 requires the court to necessarily interpret and analyze the CBA. See Lingle v. Norge Div. of Magic  
 19 Chef, Inc., 486 U.S. 399, 412 (1988). See also, Allis-Chambers Corp. v. Lueck, 471 U.S. 202, 213  
 20 (1985) ("When resolution of a state-law claim is substantially dependent upon analysis of the terms  
 21 of a collective-bargaining agreement, that claim must either be treated as a 301 claim or dismissed as  
 22 pre-empted by federal labor-contract law."); and Young v. Anthony's Fish Grottos, Inc., 830 F.2d  
 23 993, 997 (9th Cir. 1987) ("The preemptive force of section 301 is so powerful as to displace entirely  
 24 any state claim based on a collective bargaining agreement [citation omitted] and any state claim  
 25 whose outcome depends on analysis of the terms of the agreement").

26           11. Additionally, Plaintiff's Claim alleges the Union's President, Defendant  
 27 MIRANDA, misrepresented information "concerning union security and Beck rights". Because  
 28 such rights arise under federal law, Plaintiff's Claim presents a "federal question." See Holmes

1      Group, Inc. v. Vornado Air Circulation Systems, Inc., 535 U.S. 826, 830 (2002) (whether a case  
 2      “arises under” federal law for original jurisdiction purposes is tested by the “well-pleaded  
 3      complaint” rule which requires federal courts to consider only what necessarily appears in plaintiff’s  
 4      statement of his claim). See also, Rivet v. Regions Bank of Louisiana, 522 U.S. 470, 475 (1998)  
 5      (whether the claim “arises under” federal law for removal purposes is determined by the same “well-  
 6      pleaded complaint rule” that determines original federal question jurisdiction). Federal preemption  
 7      is especially strong where, as here, the Claim implicates the terms of a collective bargaining  
 8      agreement and the overriding congressional and federal policies to promote a uniform body of  
 9      federal law and the peaceable and consistent resolution of labor management disputes. See Textile  
 10     Workers v. Lincoln Mills, 353 U.S. 448 (1957) and Teamsters v. Lucas Flour Company, 369 U.S. 95  
 11     (1962).

12       12. Accordingly, this is a civil action over which this court has original jurisdiction  
 13      under 28 U.S.C. §§ 1331 and 1441 in that this an action wherein Plaintiff’s Claim is founded in part  
 14      upon the laws of the United States and Section 301 of the LMRA.

15       13. Although Defendants LAIDLAW and MIRANDA have not yet been served with the  
 16      Claim, Defendants LAIDLAW and MIRANDA join in the removal of this action to this Court.  
 17      Consistent therewith, on October 29, 2007, MIRANDA’s legal counsel wrote a letter to the Sonoma  
 18      County small claims court informing it he would file removal papers once he had been properly  
 19      served with the Claim. A true and correct copy of this correspondence is attached hereto as Exhibit  
 20      “C”.

21       14. This Removal of Action is filed within thirty (30) days of the Claim first being  
 22      served upon any Defendant and is therefore timely filed within the time period provided by 28  
 23      U.S.C. § 1446(b).

24       15. Venue lies in the United States District Court for the Northern District of California  
 25      pursuant to 28 U.S.C. §§ 1391(a) and 1441(a) because the claim was filed in this district and this is  
 26      the judicial district in which the action arose.

27      ///

28      ///

1 WHEREFORE, Defendants LAIDLAW and STRAHL pray that the above action now  
2 pending against it in the small claims court of the Superior Court of the State of California in and for  
3 the County of Sonoma be removed therefrom to this Court.

4  
5 Dated: November 15, 2007  
6

7 By:  
8

JACKSON LEWIS LLP

9  
10 Robert D. Vogel  
11 Rebecca Benhuri  
12 Attorneys for Defendants LAIDLAW  
13 TRANSIT, INC. and JAYME L. STRAHL  
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## **EXHIBIT A**

**SC-100****Plaintiff's Claim and ORDER  
to Go to Small Claims Court***Check stamp or type when form is filed.***ENFORCED****FILED****OCT 11 2007****SUPERIOR COURT  
OF CALIFORNIA  
COUNTY OF SONOMA***Fill in court name and street address:***Superior Court of California, County of  
Sonoma  
600 Administration Dr.  
Santa Rosa, Ca. 95403***Clerk fills in case number and case name:***Case Number:****MSC 173288****Case Name:****Notice to the person being sued:**

- You are the Defendant if your name is listed in ② on page 2 of this form. The person suing you is the Plaintiff, listed in ① on page 2.
- You and the Plaintiff must go to court on the trial date listed below. If you do not go to court, you may lose the case.
- If you lose, the court can order that your wages, money, or property be taken to pay this claim.
- Bring witnesses, receipts, and any evidence you need to prove your case.
- Read this form and all pages attached to understand the claim against you and to protect your rights.

**Aviso al Demandado:**

- Usted es el Demandado si su nombre figura en ② de la página 2 de este formulario. La persona que lo demanda es el Demandante, la que figura en ① de la página 2.
- Usted y el Demandante tienen que presentarse en la corte en la fecha del juicio indicada a continuación. Si no se presenta, puede perder el caso.
- Si pierde el caso la corte podría ordenar que le quiten de su sueldo, dinero o otros bienes para pagar este reclamo.
- Lleve testigos, recibos y cualquier otra prueba que necesite para probar su caso.
- Lea este formulario y todas las páginas adjuntas para entender la demanda en su contra y para proteger sus derechos.

**Order to Go to Court****The people in ① and ② must go to court: (Clerk fills out section below.)**

Trial Date	→ Date	Time	Department	Name and address of court if different from above
DEC - 3 2007	9:30am	21	3015 CLEVELAND AVE STE 210	SANTA ROSA, CA 95403
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
Date:	<b>OCT 11 2007</b>		DENISE L. GORDON Clerk, by	HAZEL BINARSSON , Deputy

**Instructions for the person suing:**

- You are the Plaintiff. The person you are suing is the Defendant.
- Before you fill out this form, read Form SC-150, *Information for the Plaintiff (Small Claims)*, to know your rights. Get SC-150 at any courthouse or county law library, or go to: [www.courtinfo.ca.gov/forms](http://www.courtinfo.ca.gov/forms)
- Fill out pages 2 and 3 of this form. Then make copies of all pages of this form. (Make 1 copy for each party named in this case and an extra copy for yourself.) Take or mail the original and these copies to the court clerk's office and pay the filing fee. The clerk will write the date of your trial in the box above.
- You must have someone at least 18—not you or anyone else listed in this case—give each Defendant a court-stamped copy of all 5 pages of this form and any pages this form tells you to attach. There are special rules for "serving," or delivering, this form to public entities, associations, and some businesses. See Forms SC-104, SC-104B, and SC-104C.
- Go to court on your trial date listed above. Bring witnesses, receipts, and any evidence you need to prove your case.

Case Number: \_\_\_\_\_

Plaintiff (list names): Paul Grisso

(1) The Plaintiff (the person, business, or public entity that is suing) is:

Name: Paul GrissoStreet address: 1007 W. College Ave., #301 City: Santa Rosa Ca. 95401 Zip: \_\_\_\_\_

Mailing address (if different): Street: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

If more than one Plaintiff, list next Plaintiff here:

Name: \_\_\_\_\_ Phone: (\_\_\_\_\_) \_\_\_\_\_

Street address: Street: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Mailing address (if different): Street: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

 Check here if more than 2 Plaintiffs and attach Form SC-100A. Check here if either Plaintiff listed above is doing business under a fictitious name. If so, attach Form SC-103.

(2) The Defendant (the person, business, or public entity being sued) is:

Name: Jayme L. Strahl Phone: (707) 545-8045Street address: 959 Sebastopol Rd., City: Santa Rosa Ca. 95407 Zip: \_\_\_\_\_

Mailing address (if different): Street: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

If more than one Defendant, list next Defendant here:

Name: Ralph A. Miranda Phone: (707) 547-1292Street address: 1371 Neopomus Ave. City: Santa Rosa Ca. 95405 Zip: \_\_\_\_\_

Mailing address (if different): Street: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

 Check here if more than 2 Defendants and attach Form SC-100A. Check here if any Defendant is on active military duty, and write his or her name here: \_\_\_\_\_(3) The Plaintiff claims the Defendant owes \$ \$1,200.00. (Explain below):a. Why does the Defendant owe the Plaintiff money? Due to the fact that Defendants did not properly inform Plaintiff concerning union security and Beck rights.

b. When did this happen? (Date): \_\_\_\_\_

If no specific date, give the time period: Date started: March 2003 Through: Nov. 2006c. How did you calculate the money owed to you? (Do not include court costs or fees for service.) By taking a percentage of union dues paid and subtracting all monies not used for our unit Check here if you need more space. Attach one sheet of paper or Form MC-031 and write "SC-100, Item 3" at the top.

SC-100A

## Other Plaintiffs or Defendants

Case Number: \_\_\_\_\_

 This form is attached to Form SC-100, item 1 or 2.

## 1 If more than 2 plaintiffs (person, business, or entity suing), list their information below:

Other plaintiff's name: \_\_\_\_\_

Street address: \_\_\_\_\_ Phone: (\_\_\_\_\_) \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Mailing address (if different): \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Is this plaintiff doing business under a fictitious name?  Yes  No If yes, attach Form SC-103.

Other plaintiff's name: \_\_\_\_\_

Street address: \_\_\_\_\_ Phone: (\_\_\_\_\_) \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Mailing address (if different): \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Is this plaintiff doing business under a fictitious name?  Yes  No If yes, attach Form SC-103. Check here if more than 4 plaintiffs and fill out and attach another Form SC-100A.

## 2 If more than 2 defendants (person, business, or entity being sued), list their information below:

Other defendant's name: Laidlaw Transportation, Inc. c/o Jane Kenpious-Agent for Service  
C T Corporation Street address: 818 West 7th St. Phone: (\_\_\_\_\_) \_\_\_\_\_City: Los Angeles State: Ca. Zip: 90017

Mailing address (if different): \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Other defendant's name: \_\_\_\_\_

Street address: \_\_\_\_\_ Phone: (\_\_\_\_\_) \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Mailing address (if different): \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

 Check here if more than 4 defendants and fill out and attach another Form SC-100A. 3 I understand that by filing a claim in small claims court, I have no right to appeal this claim. 4 I have not filed, and understand that I cannot file, more than two small claims cases for more than \$2,500 in California during this calendar year.

I declare under penalty of perjury under California state law that the information above and on any attachments to this form is true and correct.

Date: 10-11-2007 Paul Grisso  
Type or print your name

  
Sign your name
Date: \_\_\_\_\_  
Type or print your name

  
Sign your name

Case Number: \_\_\_\_\_

Plaintiff (list names): \_\_\_\_\_

4 You must ask the Defendant (in person, in writing, or by phone) to pay you before you sue. Have you done this?  Yes  No  
if no, explain why not: \_\_\_\_\_

5 Why are you filing your claim at this courthouse?

This courthouse covers the area (check the one that applies):

- a.  (1) Where the Defendant lives or does business. (4) Where a contract (written or spoken) was made, signed, performed, or broken by the Defendant or where the Defendant lived or did business when the Defendant made the contract.
- (2) Where the Plaintiff's property was damaged.
- (3) Where the Plaintiff was injured.
- b.  Where the buyer or lessee signed the contract, lives now, or lived when the contract was made, if this claim is about an offer or contract for personal, family, or household goods, services, or loans. (Code Civ. Proc., § 395(b).)
- c.  Where the buyer signed the contract, lives now, or lived when the contract was made, if this claim is about a retail installment contract (like a credit card). (Civil Code, § 1812.10.)
- d.  Where the buyer signed the contract, lives now, or lived when the contract was made, or where the vehicle is permanently garaged, if this claim is about a vehicle finance sale. (Civil Code, § 2984.4.)
- e.  Other (specify): \_\_\_\_\_

6 List the zip code of the place checked in 5 above (if you know): 95407

7 Is your claim about an attorney-client fee dispute?  Yes  No

If yes, and if you have had arbitration, fill out Form SC-101, attach it to this form, and check here:

8 Are you suing a public entity?  Yes  No

If yes, you must file a written claim with the entity first.  A claim was filed on (date): \_\_\_\_\_

If the public entity denies your claim or does not answer within the time allowed by law, you can file this form.

9 Have you filed more than 12 other small claims within the last 12 months in California?

Yes  No If yes, the filing fee for this case will be higher.

10 I understand that by filing a claim in small claims court, I have no right to appeal this claim.

11 I have not filed, and understand that I cannot file, more than two small claims cases for more than \$2,500 in California during this calendar year.

I declare, under penalty of perjury under California State law, that the information above and on any attachments to this form is true and correct.

Date: 10/16/2007

Paul Grisso  
Plaintiff types or prints name here

Plaintiff signs here

Date:

Second Plaintiff types or prints name here

Second Plaintiff signs here



#### Requests for Accommodations

Assistive listening systems, computer-assisted, real-time captioning, or sign language interpreter services are available if you ask at least 5 days before the trial. Contact the clerk's office for Form MC-410, Request for Accommodations by Persons With Disabilities and Order. (Civil Code, § 54.8.)

## **EXHIBIT B**



**Agreement Between Laidlaw Education Services – Sonoma County Division and General Truck Drivers, Warehousemen, and Helpers Union Local 624**

**Effective on August 1, 2005 to July 31, 2008**

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### PREAMBLE

This Agreement is entered into between Laidlaw Education Services - Sonoma County Division, currently operating at 959 Sebastopol Road, Santa Rosa, California (hereinafter referred to as the "Company") and General Truck Drivers, Warehousemen, and Helpers Union Local 624, affiliated with the International Brotherhood of Teamsters, also known as Teamsters Local 624 (hereinafter referred to as the "Union")

### ARTICLE I - RECOGNITION

The Company recognizes the Union as the sole and exclusive bargaining agent for all of its employees in the classifications Driver, Lead Mechanic, P.M. Apprentice Mechanic, Utility, Mechanic, "A" Mechanic, "B" Mechanic, Utility worker, Driver Trainer and Bus Aide/Monitor, employed at its facility located at 959 Sebastopol Road, Santa Rosa, California and specifically excluded from the bargaining unit are all office clerical employees, dispatch personnel, professional employees, guards and supervisors as defined in the Act.

### ARTICLE II - UNION SECURITY

#### Section 1: UNION SHOP

Only members in good standing in the Union shall be retained in employment. For purposes of this Section, "members in good standing" shall be defined to mean employee members in the Union who tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership. Nonmembers of the Union hired by the Company must complete membership affiliation on or immediately following thirty (30) calendar days from the date of hire or the date upon which this Agreement is executed, whichever is the later, and the Union agrees to accept said non-members into membership on the same terms and conditions generally applicable to other members.

#### Section 2: UNION MEMBERSHIP

Membership in the Union no later than the thirtieth (30th) day following the beginning of employment of employees covered by this Agreement, or the effective date of this Agreement, or the date upon which this Agreement is executed, whichever is the later, shall be required as a condition of employment.

#### Section 3: ENFORCEMENT

The Company agrees to discharge any employee with respect to whom they have received written notice from the Union of failure to complete membership in the Union as above required, or failure to continue payment of dues to the Union as above required unless the facts are contested and to effect such discharge within seven (7) days after receipt of such notice.

#### Section 4: HOLD HARMLESS

The Union shall hold the Company harmless against reasonable cost incurred by reason of claims arising from compliance with this Article.

#### Section 5: NEW HIRES

The Company shall give the Union equal opportunity with all other sources to refer suitable applicants for employment, but the Company shall not be required to hire those referred by the Union or any other particular source. When any employee is hired or rehired the Company will notify the Union within seven (7) days. The Company shall not discriminate against any applicant by reason of Union membership or lack thereof.

#### Section 6: NOTIFICATION

The Company shall give the Union monthly notice of all new hires and/or resignations. This shall consist of a monthly letter to the Business Agent.

### ARTICLE III - CHECK-OFF

The Company agrees to deduct from the pay of all employees covered by this Agreement the dues, initiation fees and/or uniform assessments of the Local Union having jurisdiction over such employees and agrees to remit to said Local Union all such deductions prior to the end of the month for which the deduction is made. Where laws require written authorization by the employee, the same is to be furnished in the form required.

Where an employee who is on check-off is not on the payroll during the week in which the deduction is to be made or has no earnings or insufficient earnings during that week or is on leave of absence, the employee must make arrangements with the Local Union to pay such dues in advance. Errors or inadvertent omissions relating to an individual employee shall not constitute a violation of this Article.

#### ARTICLE IV - NO DISCRIMINATION

The Company and the Union agree that there shall be no discrimination of any kind because of race, religion, creed, color, national origin, sex, sexual orientation, age, marital status, physical handicap, or Union activities against any member of the Union as pursuant to all Federal and State laws.

#### ARTICLE V – SENIORITY

##### Section 1: LAYOFF

In the reduction of forces due to lack of work, the last employee hired in the bargaining unit shall be the first employee laid off; provided that the remaining employees are qualified by experience to perform the work required and in rehiring, the last employee laid off shall be the first employee rehired, and employees shall be rehired in the reverse order of layoff until the list of former employees with seniority is exhausted. Any employee who has been laid off and is subsequently recalled to work and who fails to report for work within three (3) working days after receipt of the notice to report to work, which notice is to be by certified mail or telegram to his last known address, will be considered to have voluntarily quit.

##### Section 2: TERMINAL SENIORITY

Drivers shall have a terminal seniority date based upon their initial date of work at their terminal. Such terminal seniority shall have priority over Company seniority for route bidding within each terminal.

##### Section 3: DESIGNATION OF TERMINALS

It is understood that the Santa Rosa terminal is and will remain the headquarters terminal. At the client's request, the Company may add new routes to any existing terminal, or create a new terminal with one (1) or more routes. Terminals will not be relocated for the sole purpose of allowing a driver to take his/her bus home.

##### Section 4: NON-REVENUE WORK

Non-Revenue work shall be defined to include all non-driving work performed by an employee all driving work for which no revenue is generated to the Company. The Company shall post a weekly sign-up list, at the same times as the Extra Trip posting, for qualified employees wishing to be considered for such work. This list shall include the type of work and qualifications required. Such work often becomes available with little or no notice; when such is the case it shall be offered first to the senior qualified employees, from the list, who are immediately available. In the event no one accepts the work, the Company may assign the work to the least senior qualified employee who is immediately available and on the list. No employee will be allowed to enter into a situation wherein, by virtue of awarding said work, it would result in an employees' entire work package to exceed eight (8) hours per day or forty (40) hours per week. The procedure outlined above would not effect the seniority rights with respect to such work, providing, that by completing said work, the work would not put an employee into a premium paid overtime situation where the work could be completed by another bargaining unit employee at a non-premium paid rate. However, there is certain work of an ongoing nature that shall be subject to the bidding provisions of Article XV rather than the above procedure. Excluded from this procedure is work related to training or "light duty".

#### ARTICLE VI BUSINESS AGENTS AND SHOP STEWARDS

##### Section 1: BUSINESS AGENTS

The Business Agent shall have access to the premises during working hours for the purpose of seeing that the provisions of the Agreement are being adhered to. The Business Agent shall advise management before proceeding into the office, and shall thereafter be permitted to interview an individual employee privately if the Agent wishes to do so, but shall not interfere with the normal conduct of work.

#### Section 2: SHOP STEWARDS

One or more stewards may be provided by the Union (provided that if there is more than one steward, there shall be designated a chief steward), and such stewards shall be selected by the employees on the job. The duties of the stewards shall be to report to the Union any and all grievances which may arise and cannot be adjusted on the job; provided, however, in no event shall the stewards or the Union order any changes and no changes shall be made except with the consent of the Company.

An Employee who is subject to an investigatory interview which he/she reasonably believes may lead to disciplinary action shall be granted the right to be accompanied by a Shop Steward. The Union and the Employer shall take reasonable steps to inform employees of this right. The Employer shall offer an employee, prior to a disciplinary meeting, the opportunity to obtain representation. Shop Stewards shall make reasonable efforts to accommodate the Company's request to conduct a timely investigation. Employees who chose not to have a steward present will provide such statement in writing on a form provided by the Union.

#### Section 3: STRIKE ACTION

Stewards and alternates have no authority to take strike action or any action interrupting the Employer's business, except as authorized by official action by the Union. The Employer recognizes these limitations upon the authority of the stewards and their alternates and shall not hold the Union liable for any unauthorized acts. The Union agrees that if such unauthorized acts occur or if the Union is aware they are about to occur, they will take all practical steps to end or avoid these actions by the stewards. The Employer shall have the right to impose discipline, including discharge in the event the shop steward has taken unauthorized strike action, slow down or work stoppage in violation of this Agreement.

#### Section 4: INVESTIGATION

Stewards shall be permitted reasonable time without pay, to investigate, present, and process grievances on the Company property. However, the Employer retains the right to require the steward to perform his/her assigned duties and to allow the steward to perform the above functions in between runs. This section will not void any hourly guarantees or minimums contained elsewhere in This Agreement.

When the Company initiates an investigation that involves the Union Steward which results in an affirmative claim or grievance, the employer shall compensate such steward for lost time. Union Stewards may be requested by name and will be granted appropriate time provided the Union Steward is available.

#### Section 5: NOTIFICATION

The Union will provide written notification to the Company in the event of a change of shop stewards.

### ARTICLE VII BULLETIN BOARD

The Company agrees to provide suitable space for the Union bulletin board. Posting by the Union on such board is to be confined to official business of the Union.

### ARTICLE VIII PICKET LINES

It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action in the event an employee refuses to enter upon any property involved in a lawful primary labor dispute, or refuses to go through or work behind any lawful primary picket lines if it has been sanctioned by Joint Council No. 7, International Brotherhood of Teamsters.

However, from the time the employee is confronted with the lawful primary picket line, the employee must cross the picket line for 24 hours in order that the passengers may be delivered, picked-up and returned home for the first (1st) day of the primary labor dispute.

### ARTICLE IX SUBCONTRACTING

#### Section 1: PRESERVATION OF WORK

For the purpose of preserving work and job opportunities for the employees covered by this Agreement, the Company agrees that no work or services presently performed, or hereafter assigned to the collective

bargaining unit, will be subcontracted, transferred, leased, assigned or conveyed in whole or in part to any other Company without first advising the Union.

**Section 2: TRANSFER OF WORK**

Should the Company transfer work presently performed or hereafter assigned to the collective bargaining unit to another operation of the Company, which transfer would result in the layoff of employees covered by this Agreement, the Company will consult with the Union at least sixty (60) days prior to any transfer and offer employees job opportunities on the basis of seniority at the new operation that result from the transfer of work. If an employee accepts a transfer, such employee will retain company seniority for the purpose of fringe benefits.

**ARTICLE X DISPUTES AND PROGRESSIVE DISCIPLINE**

**Section 1: JUST CAUSE**

The company may discharge or suspend an employee for just cause; but no employee shall be discharged or suspended unless a written warning notice shall previously have been given to such employee except in the cases listed below.

No such prior warning notice shall be necessary if the cause for discharge or suspension is:

- Gross Insubordination
- Failure to report any accident involving a Company vehicle
- Leaving a child unattended on a bus
- Failure to immediately report an injury of a passenger
- Flagrant violation of reasonable posted Company rules
- Willful misuse or abuse of equipment
- Revocation or suspension of CDL or school bus driver certificate
- Dishonesty
- Intoxication or possession of alcohol during working hours
- Use or possession of narcotics or hallucinogens
- Use of prescribed medication which has an affect on operating a school bus or any other vehicle unless authorized in writing by a physician and the company management receives written notification.
- Assault or battery
- Recklessness
- Possession of fire arms/weapons (as defined by CHP Passenger Transportation Safety Handbook - HPH 82.7)
- Carrying unauthorized passengers

In addition, no such prior warning notice shall be necessary if the cause for suspension is:

- Unauthorized use of Company vehicle
- Deviation from an assigned route
- Leaving vehicle unattended on route with keys in it

In order for a warning notice to be valid, the notice must be issued within five (5) working days of Company knowledge of the complaint against the employee concerning his/her work or conduct. In the event that the Company is notified by a school district in writing that an employee is unsatisfactory for district service, the employee's employment shall be reviewed to see if the charges are valid or if reconciliation can be made, or if any other work would be suitable prior to termination.

**Section 2: EXONERATED BY DMV**

If the sole reason for the discipline is the suspension or revocation of a CDL/certificate, and if the employee is exonerated by the DMV, and the revocation/suspension of the CDL/certificate is rescinded, then the employee shall be reinstated to his/her former seniority position and shall have the opportunity to bid any open route. Loss of wages and/or benefits shall be referred to the grievance procedure.

#### **SIVE DISCIPLINIE**

In such prior warning notice need not concern the same type of misconduct, as is the suspension. No such warning notice shall remain in effect for a period of more than copy of such warning notice shall be sent to the Local Union involved at the time it is "the second warning notice may result in up to one (1) week's (five (5) working days) third warning notice may result in termination. The decision to suspend and/or scretion of the Company.

#### **SECTION 4: APPEALS**

An employee may request an investigation of employee's discharge or suspension or any warning notice and the Union shall have the right to protest any such discharge, suspension, warning notice. Any such protest shall be presented to the Company in writing within five (5) days, exclusive of Saturdays, Sundays and holidays, after the discharge, suspension or warning notice, and if not presented within such period, the right of protest shall be waived.

#### **Section 5: DISPUTES**

In the event that a dispute arises during the term of this Agreement regarding the interpretation or enforcement of any of the Articles of this Agreement, or a discharge or suspension, the matters in dispute will be taken up promptly between the employee and the Branch Manager and/or his designated representative. If the employee so requests, the Steward and/or Business Agent may participate. If the dispute is not settled by the parties, the matter in dispute shall be set for by the Union in writing and filed with the Company within five (5) working days of the occurrence or knowledge thereof by the grievant or the Union. The Branch Manager will meet with the Union to discuss the grievance within five (5) working days. If the matter is still unresolved the Union shall have five (5) working days to submit the matter to the Branch Manager's immediate superior and/or designated representative. If the Union requests, the Branch Manager's superior will meet to discuss the grievance within fifteen (15) working days. Such meetings will occur at any mutually agreeable time and place, or alternately at each party's offices if no agreement can be reached. The Union will receive a written answer on the grievance (within ten (10) working days), and if not satisfied shall, within five (5) working days of receipt of the answer, submit the matter to arbitration as set forth in Article X, Section 7 of this Agreement. It is understood that the time limits referred to in this Article may be waived by mutual agreement of the parties. "Failure to meet any of the time limits established above shall constitute moving the grievance to the next step of the procedure".

#### **Section 6: BOARD OF ADJUSTMENT**

If a grievance is not resolved as addressed in Section 5 above, and if the grievant party has processed the grievance in adherence with the time provisions of this Article, the Union and the Company, by mutual agreement shall proceed to a Board of Adjustment within thirty (30) days of receipt of notice from the other party. The Board of Adjustment Committee shall be comprised of two (2) representatives from the Union and two (2) representatives from the Company. The representatives shall not be employees or members of Teamsters Local 624 nor employees or supervisors of Laidlaw Education Services, Santa Rosa Sonoma County Division. Such Board of Adjustment Committee shall hear the unresolved grievance case and render its award the same day as the hearing by a majority vote of its members. If the matter is deadlocked by a tie vote of the Board of Adjustment the Union or the Company may proceed directly to arbitration by filing written notice with the other party within five (5) business days from the Board of Adjustment decision. Should the Board of Adjustment Committee render an award, such award shall be final and binding on all parties.

#### **Section 7: ARBITRATION**

In the event that the parties concerned cannot agree to a settlement of the dispute regarding the interpretation or enforcement of any provisions or Articles or Sections of this Agreement, the dispute shall be submitted to an impartial Arbitrator whose decision shall be final and binding. In the event that the parties cannot agree on the Arbitrator, the parties shall select an Arbitrator by the following method. The parties shall request a list of five (5) prospective Arbitrators from the Federal Mediation and Conciliation Service of Northern California. The parties shall flip a coin to see who shall strike the first name and the parties shall then alternately strike the names until one (1) Arbitrator is remaining. The remaining Arbitrator shall hear the case. It is understood and agreed that the Arbitrator shall have no authority to:

1. Add to, delete from, amend, modify, or ignore any language in this Agreement.

2. Accept for submission any issue other than the factual question as to whether or not a specific written provision of the Agreement or past practice has been violated.
3. Fashion a remedy in which he/she fails to find that a specific written provision of the agreement or past practice has been violated.
4. Fashion a remedy that is inconsistent with any of the terms or conditions of the Labor Agreement.
5. Award any monetary compensation or pay other than actual wages lost unless said monetary lost is specifically addressed in the contract.

The Arbitrator shall hear all disputes at a time and place mutually agreeable amongst the Arbitrator, the Company, and the Union as soon as possible.

The fee of the Arbitrator and the expenses incurred by him/her shall be borne equally by the parties. Each party shall be responsible for their own cost, (to include attorney's fees), of putting on their case before the Arbitrator.

#### ARTICLE XI CLASSIFICATIONS AND WAGES

##### Section 1: WAGES

DRIVERS	09/01/05	09/01/06	09/01/07
0 - 12 months	\$12.00	\$12.00	\$12.00
13 - 24 months	\$12.75	\$12.75	\$12.75
25 - 36 months *	\$13.75	\$13.75	\$13.75
Thereafter	\$15.25	CPI Note	CPI Note

BUS AIDE/MONITORS	09/01/05	09/01/06	09/01/07
0 - 12 months	\$10.05	\$10.05	\$10.05
Thereafter	\$10.60	CPI Note	CPI Note

UTILITY/Fueler-Washer	09/01/05	09/01/06	09/01/07
0 - 12 months	\$10.13	\$10.13	\$10.13
Thereafter	\$11.52	CPI Note	CPI Note

"B" MECHANICS	09/01/05	09/01/06	09/01/07
0 - 12 months	\$17.00	\$17.00	\$17.00
13 - 24 months	\$17.50	\$17.50	\$17.50
Thereafter	\$17.85	CPI Note	CPI Note

"A" MECHANICS	09/01/05	09/01/06	09/01/07
0 - 12 months	\$19.00	\$19.00	\$19.00
13 - 24 months	\$20.10	\$20.10	\$20.10
Thereafter	\$21.30	CPI Note	CPI Note

CPI Note: Wage increase as the same CPI as received from SCOE Customer (Minimum 1.5% - Maximum 5.0%).

\* All drivers currently in the 25 - 36 months step at the time of ratification will be grandfathered and considered as "Thereafter".

Mechanics and Utility Worker currently at the Thereafter rate will remain classified at that rate regardless of length of service.

##### Section 2: "A" AND "B" MECHANIC CLASSIFICATION

Mechanic "B" employees who qualify and are promoted to Mechanic "A", will move to the wage category commensurate with their years of service.

A Mechanic "A" shall show demonstrated proficiency in the following:

- Ability to perform diagnostics and repair on all of the fleet's engines, brake systems, electrical systems, body components (e.g. Wheel chair lifts, air conditioning)
- Ability to perform diagnostics on all fleet transmissions
- Ability to diagnose and repair all matters on the Mechanic "B" list below
- Temporary lead mechanic will receive a 50¢ shift differential when deemed necessary by the Branch Manager or designee.

A Mechanic "B" shall show demonstrated proficiency in the following:

- Ability to perform state mandated "A" inspection, and other Company mandated inspections (such as lifts, alternators, brakes, etc.)
- Change lamps, lights and glass
- Inspect and replace brake components such as linings, pads, shoes, springs and associated parts
- Inspect body conditions
- Repair steering components
- Under the direction of an "A" mechanic: perform repairs such as fuel pumps, water pumps, hoses, injection nozzles, internal leakage, head gaskets

**Section 3: PAYROLL NOTES:**

**A - DRIVER TRAINERS**

Driver Trainers shall receive one dollar and ten cents (\$1.10) per hour above their regular wage scale while performing these duties. This classification is not subject to the seniority provisions of the Agreement.

**B - STATE CERTIFIED INSTRUCTORS**

State Certified Instructors shall receive one dollar (\$1.00) per hour above their regular wage scale while performing such duties; (in addition to the driver trainer premium.) This classification is not subject to the seniority provisions of the Agreement.

**C - RED CROSS CERTIFIED INSTRUCTORS**

Red Cross Certified instructors shall receive one dollar and fifteen cents (\$1.15) per hour above their regular wage scale while performing such duties. This classification is not subject to the seniority provisions of the Agreement.

**D- NOTED EXPERIENCE**

In the case of new employees, Company may take into consideration other comparable experience in determining applicable wage scale at date of employment and increase thereafter. Pay raises shall go into effect on the employee's anniversary date.

**E- SHOP DIFFERENTIAL**

**Night Shift**

A night premium of \$0.25 per hour shall be paid to a mechanic who's entire shift falls between the hours of 4:00pm and 6:00am.

**Temporary Lead Mechanics**

Temporary lead mechanics will receive a \$0.50 shift differential when deemed necessary by the Branch manager or designee. Company will notify shop employees who is "in charge" or appointed "temporary lead mechanic".

**F - CREDIT UNION**

The Company agrees that it will select a Credit Union (Redwood Credit Union) for the employees at the Santa Rosa Division, and that the employees will be afforded the ability to make automatic payroll deductions into their personal accounts, as provided for by the Credit Union.

**G- JURY DUTY PAY**

Any employee who is required to serve jury duty shall be compensated at their regular rate of pay for time lost up to five (5) hours per day and a maximum of five (5) day per summons. Any employee who is released from jury duty with at least two (2) hours remaining in their normal shift shall be required to return to work in order to receive jury duty compensation.

**H- FUNERAL LEAVE**

All employees who have completed their probationary period will be allowed up to three (3) working days off with pay for death in the immediate family (spouse, parent, child, step child, brother, sister, father-in-law, mother-in-law, grandparents or grandchildren). Pay for funeral leave will be based upon the average time worked per day within the current pay period, up to a maximum of eight (8) hours.

**Section 4: PAYMENT UPON TERMINATION**

An employee who is terminated by the Company, as well as an employee who resigns with at least seventy-two (72) hours written notice to the Division Manager, shall be paid all wages due at the time of termination. An employee resigning without at least seventy-two (72) hours written notice to the Division Manager shall have all wages due made available to him within seventy-two (72) hours of his termination. Vacation pay and sick leave shall be made available to a terminated employee within three (3) weeks of his/her termination.

**ARTICLE XII HOLIDAYS**

**Section 1: MECHANIC, LEAD MECHANIC AND UTILITY WORKER**

The following holidays shall be recognized as paid holidays for an employee assigned to the Mechanic, Lead Mechanic or Utility Worker classification:

New Years' Day  
President's Day  
Memorial Day  
July 4th  
Labor Day  
Veteran's Day  
Thanksgiving Day  
Christmas Day

**Section 2: HOLIDAY PAY/MECHANICS, LEAD MECHANICS UTILITY WORKER ONLY**

A regular employee assigned to the Mechanic, Lead Mechanic or Utility Worker classification who is not required to work on the above paid holidays shall receive eight (8) times his minimum straight time hourly wage rate of pay for his/her regularly assigned job (shift differential not included) for such paid holidays provided that such employee works his regularly scheduled work day immediately prior to and his regular scheduled workday immediately following such paid holidays. An employee on layoff or leave shall not be entitled to holiday pay. In the event such employee is required to work a designated paid holiday, such employee shall receive pay for time worked at the rate of time-and-a-half for hours worked in addition to the eight (8) hour holiday guarantee.

**Section 3: DRIVER, BUS AIDE/MONITOR**

The following holidays shall be recognized as paid holidays for an employee assigned to a driver, bus aide/monitor classification with more than one (1) year of seniority:

President's Day  
Memorial Day  
Labor Day  
Veteran's Day

**Section 4: HOLIDAY PAY DRIVERS AND BUS AIDE/MONITORS**

In order to be eligible to receive pay for a paid holiday an otherwise eligible employee assigned to a driver classification shall be required to work his/her entire regularly scheduled work day immediately prior to and immediately following such holiday. In the event an eligible employee assigned to a driver or bus aide/monitors

classification is required to work on a designated paid holiday, they shall receive pay for time worked at one and one-half (1 ½ ) times their regular rate of pay in addition to the holiday pay. The calculation of holiday pay shall be based upon the average time worked per day within the current pay period, up to a maximum of eight (8) hours.

### **ARTICLE XIII VACATIONS**

Each year, no later than the last calendar day in February, all drivers shall receive pay in lieu of vacation based on the following schedule:

- (a) Over one (1) year but less than three (3) years' service, 1/40 of the previous year's earnings, January 1 to December 31, inclusive.
- (b) Over three (3) years but less than ten (10) years' service, 2/40 of previous year's earnings, January 1 to December 31, inclusive.
- (c) Over ten (10) years service, 3/40 of the previous year's earnings, January 1 to December 31, inclusive.
- (d) Over fifteen (15) years service, 4/40 of the previous year's earnings, January 1 to December 31, inclusive.
- (e) Payment will be made by separate check, but may be combined with sick leave pay (see Article XIV)

Drivers, (other than those assigned to school routes during the school year or on the relief driver list) shall have the option to take vacation pay (as described above) and/or the actual days off.

### **MAINTENANCE STAFF**

0 - 1 year service	1 week
1 - 3 years' service	2 weeks
3 - 10 years' service	3 weeks
Over 10 years' service	4 weeks

Upon termination, all maintenance employees with six (6) months or more seniority shall receive all earned but not previously paid for vacation. Year-around employees may arrange to take their vacation or receive payment in lieu of vacation.

### **ARTICLE XIV SICK LEAVE**

#### **Section 1: ACCUMULATION/RETURNING EMPLOYEES**

All employees with one (1) year of service shall retain all previously accumulated unpaid and unused sick leave, and shall receive one-half (1/2) day per month for each calendar month from September 1 until August 31 provided they have worked forty-five (45) hours in each calendar month.

#### **Section 2: ACCUMULATION/NON-RETURNING EMPLOYEES**

All other employees whose first anniversary occurs after September 1, shall receive one-half (1/2) day per month for each calendar month from their anniversary date until August 31, provided they have worked forty-five (45) hours in each calendar month.

#### **Section 3: ELIGIBILITY CUTOFF**

All employees hired on or before the fifteenth (15th) of the month shall receive the benefit of the complete month. All employees terminated after the fifteenth (15th) of the month shall receive the benefit of the complete month.

#### **Section 4: PAYMENT OF SICK PAY**

All employees shall be paid out all unused accumulated sick leave on the first pay period in October.

#### **Section 5: PAYMENT UPON TERMINATION**

Upon termination, except for discharge as provided for in Article X, all employees with one (1) year or more of service shall receive pay for all earned but not previously paid sick pay.

#### **Section 6: CALCULATION OF SICK PAY**

The calculation of sick leave pay shall be based on average hours worked by each employee, calculated at the end of each month through the current month.

## ARTICLE XV BIDDING OF RUNS

### Section 1: ASSIGNMENT OF SCHOOL RUNS

School bus routes shall be posted for bid prior to the start of the school year and prior to the start of Summer school. Drivers may bid by seniority for all routes dispatched from the Santa Rosa yard. The Company may designate any route a "park out". Assignments to such routes will be made at the Company's discretion on the basis of the proximity of the first (1st) pick-up point or last drop off point to the driver's residence. Any routes becoming vacant during the school year shall be subject to bid according to seniority within seventy-two (72) hours, if possible, and shall be posted for at least forty-eight (48) hours for information of bidders. Such routes shall be posted in the same format as they were when vacated unless a change is needed for operational reasons. The successful bidder's former route shall also be bid and that second successful bidder's former route shall be assigned by the Company.

The bidding process will be determined by seniority order, highest seniority driver bidding first, lowest seniority driver bidding last. The Company will start at the top of the seniority list and proceed down the list giving each driver a chance to bid for a route.

If after the first round of bidding there are still unfilled routes, the Company will again proceed through the bidding process with remaining drivers.

Should there still be open routes after the second round of bidding, the Company may assign remaining drivers by inverse seniority to fill the remaining routes.

In addition to the overall bids at the start of the school year and the start of Summer school, drivers will be permitted two bids from September 1 to September 1 for the purpose of changing their current bid/assignment. Once they have successfully exercised those two bids, they will be prohibited from any further bidding until after September 1. A Union Shop Steward shall be present during bid times.

### Section 2: MEMORIAL HOSPITAL SHUTTLE

#### Available work:

Two full time positions, a.m. and p.m., shall be bid for the full year of the contract, September through August; one full time mid day position guaranteed five (5) hours if not combined with other work; one part-time driver to give ten minute breaks for each run. This route has two alternate assigned drivers to fill in. These runs will be posted for bid during the bid period. Drivers who give up shuttle may bid or pass on other runs. Drivers to be qualified shall be required to get training as needed.

### Section 3: EXTRA TRIPS

(a) All extra trips will be posted by Noon (12:00 p.m.) on Wednesday for the following workweek (Monday through Sunday). Posting will include the name of the group, destination, length of trip, and whether overnight accommodation is required. (Overnight trips will be posted as soon as known.) Drivers must sign up for any non-conflict-desired trips by Thursday, 5 p.m., (1700 hrs). Trips will be assigned by seniority, as soon as possible after Friday, 9 a.m. Any trips which become known to the Company after Wednesday noon will be posted immediately for twenty-four (24) hours, providing the notice is forty-eight (48) hours or more in advance of the dispatch time. The notice will be "called out" on the radio at least two times during the twenty-four (24) hour period, as practical, within a reasonable time frame. If the trip becomes known to the Company in less than forty-eight (48) hours, the trip will be assigned at the Company's discretion taking the seniority of the available drivers into consideration, where possible.

This section does not apply to the current practice in use with trips for the Company's St. Helena customer.

(b) If a trip is cancelled by the client less than forty-eight (48) hours before departure, the assigned driver may not bump another assigned extra driver. Such extra-curricular or other extra work may only be performed if it does not conflict with the driver's regular route, or in the case of trainers, does not conflict with training. However, the Company will continue to allow flexibility in the scheduling of training, provided it does not delay the completion of training for any individual.

(c) Any driver who has more than thirty-eight (38) hours of regularly assigned work in the work week where the trip falls shall not be allowed to sign up for extra work, unless no other drivers with thirty-eight (38) hours or less in the week are available.

(d) If a client rejects any driver by name, the driver will not be assigned to that client's trip, regardless of seniority.

(e) The Company will provide additional training not less than twice per year to familiarize drivers with difficult driving situations. Drivers who have not received such additional training will not be assigned Extra Trips under this Section that, in the Company's opinion, require such training.

(f) Once a driver accepts an extra trip, that work becomes the responsibility of the driver and it will not be turned back except in cases of bona fide emergency, or with the approval of management. Two trips turned back without approval of the Operations Supervisor or Branch Manager in a one month period will result in the suspension of trip bidding privileges for 3 bidding cycles.

#### Section 4: NEW EQUIPMENT

Whenever new equipment is introduced into the Santa Rosa operation; employees awarded routes will be trained on new equipment as soon as practical.

#### Section 5: LICENSES AND CREDENTIALS

In order to be eligible to bid any work, a driver must be current on all licenses, credentials, and in-service hours.

### ARTICLE XVI SENIORITY LIST

The Company agrees to post and maintain a current seniority list and furnish the Union with a copy of the same, in the months of September, January and June of each year.

### ARTICLE XVII HOURS OF SERVICE

Whenever off time between trip or route is less than thirty (30) minutes, the driver will be paid straight through. When a trip has more than thirty (30) minutes off time, it shall be paid for actual time worked.

The a.m. portion of a route shall be a minimum of two and one half (2 & 1/2) hours. The p.m. portion of a route shall be a minimum of two and one half (2 & 1/2) hours.

- 1) CANCELLED FIELD TRIPS: The driver shall be compensated for any lost time caused by a cancelled field trip. Trips cancelled due to administrative error shall be fully compensated at the Standard Pay as defined in Article XVIII Section 1., not to exceed 2.5 hours.
- 2) OVERTIME: Time worked in excess of eight (8) hours in one day or forty (40) hours in one week will be paid at time and a half. There will be no pyramiding of overtime. Time worked over twelve (12) hours in one day will be paid at double time.

#### Section 1: WORKWEEK

The workweek shall be Monday through Sunday.

### ARTICLE XVIII COMPANY MEETINGS

#### Section 1: STANDARD PAY

Any required company meetings will be paid at the Driver Home-To-School 0 - 12 months wage rate.

#### Section 2: TRAVEL PAY

Travel time only from outlying terminals will be paid at the Standard Pay rate as defined in Article XVIII, Section 1.

**Section 3: TRAVEL PAY - PETALUMA, COTATI-ROHNERT-PARK AND ST. HELENA LOCATIONS**

The Company will pay thirty-seven and one-half (37.5¢ per) mile for each employee who travels to and from place of meeting, if utilizing a personal vehicle, starting and stopping at Petaluma, Cotati-Rohnert Park and or St. Helena locations (i.e., yards) round trip mileage. Employees must obtain prior approval from management to drive a non-company vehicle.

**ARTICLE XIX PRIVATE AGREEMENTS**

The Company shall not make or attempt to make private agreements of any kind with any Union employee, which conflict with the terms of the Agreement.

**ARTICLE XX PHYSICAL EXAMINATIONS, TRAINING AND LICENSE**

**Section 1: PHYSICAL EXAMINATION**

In the event a physical examination of any kind is required to continue or maintain a required driving certificate or license after seniority is obtained, the Company shall bear the cost of same not to exceed the amount charged by a designated Company physician. The Company shall also pay for the renewal of any required licenses or certificates for drivers who have obtained at least one (1) year of seniority.

**Section 2: TRAINING**

The Company will train new drivers in a no-pay status. Once certified, the Company will annually evaluate, hold meetings and make available necessary classes to keep certificates or licenses current. Records will be maintained showing status of employees with regard to employee- renewal requirements. It is an employee's personal responsibility to keep themselves certified or licensed. Regulations and other materials will be available for employee's use, or they may be purchased by the employee from the State or other sources. Employees who inadvertently allow their required first aid/CPR certificates or their physicals to expire shall cease to drive and shall have ten (10) working days to renew same. After ten working days employees will drop to the bottom of the yard seniority list. If they fail to do so, they will be considered to have self-terminated.

**Section 3: PAID TRAINING**

All training required to maintain CPR certificates will be paid at the standard pay rate as defined in Article XVIII Section 1, not to exceed three (3) hours in a twelve month period.

**ARTICLE XXI GENERAL PROVISIONS**

**Section 1: UNIFORMS**

Any uniforms required will be paid for by the Company.

**Section 2: MAINTENANCE OF STANDARDS**

No employee shall suffer a reduction in their regular rate of pay as a result of the execution of this Agreement. Required safety equipment in the shop mandated by the State, shall be paid for by the Company.

**Section 3: DRESS STANDARD**

Employees shall meet or exceed the requirements set forth in the Company Dress Standard. This standard is to be established by a committee comprised of two Company representatives, two driver representatives, and one Union representative.

**Section 4: LAWS AND REGULATIONS**

It is understood and agreed that the provisions of this Agreement shall be subordinate to any present or subsequent federal, state or municipal law or regulation to the extent that any portion hereof is in conflict therewith, and nothing herein shall require the Company to do anything, inconsistent with the charters, franchises indeterminate permits, certificates of convenience and necessity if any Government Agency or laws under which it may from time to time operate or exist, nor anything inconsistent with the orders and regulations of any competent government authority having jurisdiction to issue the same and school district regulations.

**Section 5: CONTRACT LIMITS**

This contract is limited to this document and can be added to and deleted from only by Letters of Understanding, Agreement, and/or Addendum.

**Section 6: PROBATIONARY PERIOD AND QUALIFICATIONS:**

An employee shall be considered as probationary until he/she has performed work for sixty (60) days, during which time he/she may be terminated without recourse to the grievance and arbitration procedure provided in Article X. of this Agreement.

**Section 7: APPLICATION OF SENIORITY**

Seniority shall apply in all cases of layoff, recall, vacation choice, job bids, field trips and overtime. Drivers are not allowed to solicit work for themselves. The company will make every reasonable effort to apply seniority for extra work.

**Section 8: TERMINATION OF SENIORITY**

Seniority shall be terminated by

- 1) Discharge for cause;
- 2) Voluntary quit; and,
- 3) Twelve (12) consecutive months of unemployment except in the case of employees with five (5) or more years of continuous service in which event seniority shall terminate after twenty-four (24) consecutive months of unemployment.

**Section 9: LEAVES OF ABSENCE**

Employees must give twenty-four (24) hour notice for all time-off requests, except in emergencies. A leave of absence granted by the Company to the employee shall not interrupt the continuity of seniority. Any employee desiring a leave of absence from employment without pay shall secure written permission from the Company, and a copy of such permission shall be forwarded to the Union.

The Company agrees to grant the necessary and reasonable time off without discrimination or loss of seniority rights and without pay, to any employee designated by the Union to serve in any capacity on official Union business, provided that seven (7) days' advance written notice is given to the Company by the Union, specifying the length of time off (which shall not exceed nine (9) months); and provided further that the Company has other employees available who are qualified by experience to perform the necessary work and that such leave of absence does not otherwise interfere with the efficient operation of the Company's office.

No employees shall receive a leave of absence to go to work for another company.

**Section 10: SENIORITY BROKEN**

Any relief driver who refused an assignment three (3) times in one calendar month will be dropped from the seniority list.

**Section 11: WORKING SHIFTS - (Maintenance Staff Only)**

The Company may designate shifts to run on a Monday through Friday basis and a Tuesday through Saturday basis. If an employee is absent from work for reasons other than an excused illness during his or her regular work days, they may be required to make up this day on Saturday if their regular shift is Monday through Friday, or Monday if their regular shift is Tuesday through Saturday. The Tuesday through Saturday shift may be either a day or night shift. Tuesday through Saturday shift will be comprised of not more than two (2) maintenance staff, excluding Utility Persons. Assignment to the Tuesday through Saturday shift will be first on a voluntary basis and secondly on a seniority basis.

**Section 12: SHORT NOTICE WORK**

This Section shall only apply to assignments that become available more than twenty-four (24) hours prior to the start time of the assignment. All assignments becoming available less than twenty-four (24) hours prior shall be assigned as operationally necessary.

**Section 13: DISPATCH PROCEDURES FOR STAND-BY AND RELIEF DRIVERS**

Drivers who bid standby must be qualified on all vehicles. Unassigned drivers who have not successfully bid on a route shall be considered relief drivers. An employee considered not qualified and signs up to be trained shall be given the appropriate training in order to become qualified. Company will post a training sign up list bi-annually. Employees will be offered training off the list by seniority.

Standby drivers will, in seniority order, be allowed to either pass or take any available route. Routes that have not been filled in this manner will be assigned to either relief or standby drivers by inverse seniority order.

A regular driver is defined as any driver who has bid on a route.

A standby is defined as any driver who has bid a stand-by position. Drivers who bid stand-by must be qualified in all types of vehicles and equipment.

A relief driver is any driver who is not a regular driver or stand-by driver.

A part time driver is a "casual" driver who is not a regular, stand-by or relief driver and who does performs non-bid assignments.

Dispatch will provide routes to stand-by driver, in order of seniority, and their sign-on times for the am, mid-day and pm routes.

Stand-by drivers may exercise their option to pass so long as 1) stand-by has reported at their start time and 2) there is another stand-by driver lower in seniority available without a route. Routes or work assignments that come within 20 minutes or less of their start time will be offered to those stand-by drivers in seniority order.

Until relief driver becomes a regular driver or stand-by driver, dispatch will determine their work schedule by seniority.

Routes vacated for a period of ten (10) days or more shall be posted for bid pursuant to Article XV, Section 1, as a "temporary" bid for all stand-by and relief drivers and awarded by seniority.

Temporary bids will specify the duration of vacancy, if known at the time of bid. A stand-by or relief driver will vacate the temporary bid when the regular driver or stand-by driver returns to their position. Such bid shall not be considered part of the annual bid.

Once a relief driver is assigned to a route, they may not voluntarily leave the route unless it is to bid on a permanent route in accordance with Article XV, Section 1.

**Section 14: MEAL PERIODS**

Meal periods while on trips shall be considered as work time.

**Section 15 BREAK PERIODS**

Employees shall be entitled to a paid for ten minute breaks pursuant to State Law. Employees must inform dispatch if unable to take their break. Employees who are unable to take their breaks shall add the break time to their daily work hours.

**Section 16: SHOP AND MAINTENANCE ADVANCEMENT**

In the event of a vacancy or new position in the shop, those employees currently employed shall have the right to bid on that position on a seniority basis; provided the employee is qualified for that position. In cases where qualification is in question, appropriate tests of the written and performance type will be used.

**Section 17: SHOP AND MAINTENANCE AREA VACANCIES**

Notices of any vacancies in the maintenance area will be posted. Current employees may submit applications. While they will be given first consideration, any decision to hire or not will be solely at management's discretion.

**Section 18: PROMOTIONS**

When an employee is promoted to a supervisory position, such employee shall retain seniority for a period of six (6) months.

**Section 19: SAFETY COMMITTEE**

The committee shall consist of one (1) Company representative, three (3) drivers and one (1) Union Steward. All employees will be paid at their regular rate of pay for attendance at such meetings.

**Section 20: NO STRIKE - NO LOCKOUT**

(a) It is agreed that during the term of this Agreement, the Union, its officers or members shall not sanction or participate in any strike, slowdown or work stoppage. It is also agreed that during the term of this Agreement, there shall be no lockout of employees by the Employer.

(b) The parties have agreed to avoid any work stoppage by submitting to Arbitration.

**Section 21: RETURN TO WORK**

Due to the nature of the Company's business, in which many of the Company's drivers and the mechanics are laid off during the school summer vacation period, all employees intending to return to work in September shall notify the Company to that effect between June 1<sup>st</sup> and not later than June 15<sup>th</sup>. Non-active drivers will be mailed (by regular mail) their notification forms by June 1<sup>st</sup> and must respond by June 15<sup>th</sup>. Copy of letter will be sent to Union. Failure to respond, will result in the driver being barred from exercising his/her seniority at that bid. The Union will be notified in writing of drivers who fail to submit a return to work notice.

**ARTICLE XXII HEALTH AND WELFARE**

**Section 1: PLAN DESIGNATION**

A qualified employee as defined in Section 2 of this Article shall have the option of enrolling in the Kaiser Plan V Health Plan or better with Vision Care - eye exams and optical Plan A included. A qualified employee as defined in Section 2 of this Article shall also be enrolled in the Dental Plan provided by the Company.

**Section 2: QUALIFIED EMPLOYEE DEFINED**

For the purpose of this Article, a qualified employee shall be an employee who has been on the payroll for more than ninety (90) days and who regularly works more than forty-five (45) hours per month.

**Section 3: PREMIUMS FOR EMPLOYEE COVERAGE**

The cost of the premium for coverage of all employees shall be borne by the Company with ten percent (10%) co-pay per month cost sharing by each employee.

**Section 4: PREMIUMS FOR DEPENDENT COVERAGE**

The cost of the premium for dependent coverage for an employee assigned to a Mechanic or Lead Mechanic classification shall be borne by the Company. All other eligible employees shall bear the total cost of dependent coverage, if selected.

**Section 5: PREMIUMS FOR CHIROPRACTIC COVERAGE**

The company agrees to add Chiropractic Coverage plan 1 to the current Kaiser medical Plan for all qualified Employees covered by this agreement. A qualified employee shall be as defined in Section 2. of this Article. The company agrees to provide such service (Chiropractic Coverage) as long as employees choose to fund the additional monthly cost as a unit.

All qualified employees will have to pay for the additional monthly cost for Chiropractic Coverage based on the employees current type of medical coverage. For example, if an employee has coverage for his/her self, the current cost (as of June 1998) per month to the employee will be an additional \$3.54. For an employee with one or more dependent covered, the current additional cost (as of June 1998) per month to the employee will be \$7.08 per month, and for an employee who has family coverage, the current additional cost (as of June 1998) to the employee will be \$ 10.02 per month. The employee can not elect to only cover his/her self for chiropractic if he/she wishes to continue medical coverage for any dependents.

The plan provides 20 visits per year per covered individual with a \$5.00 office co-pay per visit.

Note; the amounts shown above are subject to change and are not guaranteed for the life of the agreement. The company agrees to provide as much notice as possible to employees and the Union of any increases in the monthly employee obligation as may be mandated by Kaiser to keep the Chiropractic Coverage funded. The Union may request copies of all documents from Kaiser to the Company to substantiate any increases to employees through out the life of this agreement.

The bargaining unit may elect to withdraw from the Chiropractic Coverage should the plan cost to employees become excessive and unreasonable. Should the bargaining unit vote to withdraw from employee funding of the Chiropractic Coverage, the Union shall give the Company at least Thirty (30) days notice that employees will no longer fund or be obligated for the cost of the Chiropractic plan.

#### Section 6: MAINTENANCE OF BENEFITS

The Company shall maintain the level of benefits throughout the term of the agreement.

#### Section 7: OPEN ENROLLMENT

Once each year, in conjunction with back-to-school bidding, an eligible employee shall be allowed to select from available, alternative plans then in effect.

### ARTICLE XXIII 401-k RETIREMENT PLAN

The company will offer to all employees with at least one (1) or more years of continuous service the Laid law 401-k Savings Plan, without a matching contribution by the Employer, and subject to the rules and provisions of the Plan.

### ARTICLE XXIV NEW WORK

If the Company contracts to do work for a client other than (a) a school district, community college district, County Superintendent of Schools, or a private school; or (b) Pacific, Gas and Electric or its subcontractors; the Company will so notify the Union in writing. Upon the Union's written request to the Company within seven (7) days of the Company's notification, the parties will meet at a mutually agreeable time and place to discuss a Memorandum of Understanding covering such new work.

### ARTICLE XXV SCHOOL BUS DISCIPLINE

The Company shall assist any driver with a student discipline problem by addressing the situation as soon as possible including following the specific procedures outlined by the California Highway Patrol and/or the appropriate contracting authority.

### ARTICLE XXVI MANAGEMENT RIGHTS

The management of the business and the direction of the employees including but not limited to, the right to hire, promote, assign work, discipline and discharge, schedule working hours, overtime and working days, make and enforce reasonably work rules are vested exclusively in the Company except as expressly limited and set forth in writing in this Agreement.

In accordance with the current practice of the parties, supervisory employees of the Company may perform unassigned driving bargaining unit work.

### ARTICLE XXVII DRUG AND ALCOHOL TESTING

The parties agree that all employees covered by this Agreement will be covered by the Company's Drug and Alcohol Policy. A copy of this policy will be provided to the employees and to the union. Any federal or state mandated changes to this policy will be given to the Union and the employees.

**ARTICLE XXVIII LABOR/MANAGEMENT COMMITTEE**

The parties agree to establish a Labor/Management Committee that meets at least twice a year. All employees who are required to attend as committee members shall be paid at the Standard Pay rate as defined in Article XVIII, Section 1.

**ARTICLE XXIX DURATION AND SCOPE OF AGREEMENT**

This Agreement shall remain in full force and effect from August 1, 2005 to July 31, 2008, and either party shall file written notice with the other of its desire to amend, modify or terminate this Agreement.

Except as otherwise specifically provided herein, this Agreement fully and completely incorporates the understanding of the parties hereto and constitutes the sole and entire agreement between the parties on any and all matters subject to collective bargaining. Neither party shall, during the term of this Agreement demand any change therein nor shall either party be required to bargain with respect to any matter.

Should there be any subsection, clause or provision of this Agreement be declared illegal by final judgement of a court of competent jurisdiction, such invalidation of such Article, clause or provision shall not invalidate the remaining portions hereof, and such remaining portions shall remain in full force and effect for the duration of this Agreement.

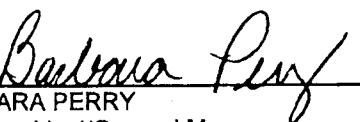
The parties hereto have set their hands this 27 day of October 2006.

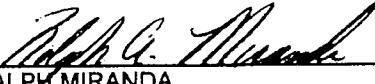
FOR THE COMPANY:

  
Perri Newell  
PERRI NEWELL  
Director of Human Resources

FOR THE UNION:

  
Bob Carr  
BOB CARR  
Secretary-Treasurer

  
Barbara Perry  
BARBARA PERRY  
Vice President/General Manager

  
Ralph Miranda  
RALPH MIRANDA  
Business Agent

  
Jayme L. Strahl  
JAYME STRAHL  
Branch Manager

## **EXHIBIT C**

DUANE B. BEESON  
NEIL BODINE  
ROBERT BONSALL  
GEOFFREY PILLER  
CATHERINE E. AROSTEGUI  
JOHN C. PROVOST  
ANDREW H. BAKER  
JASON RABINOWITZ\*  
SHEILA K. SEXTON  
MATTHEW MORBELLO\*\*  
DALE L. BRODSKY  
TEAGUE P. PATERSON\*\*  
COSTA KERESTENZIS  
LISA W. PAU  
DAVID WEINTRAUB  
MARGARET A. GEDDES  
SARAH SANFORD-SMITH BATT  
\*Also Admitted in Nevada  
\*\*Also Admitted in Pennsylvania and Washington  
\*\*\*Also Admitted in New York

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OF COUNSEL  
**JOSEPH C. WAXMAN**

Sender's Email: [sscxlon@beesontayer.com](mailto:sscxlon@beesontayer.com)

October 29 2007

Sonoma County Small Claims Court  
600 Administration Drive, Room 107J  
Santa Rosa, CA 95403

*Re: Grisso v. Jayme Strahl, Ralph Miranda and Laidlaw Transportation, Inc.*  
Small Claims Case No. MSC 173288

Dear Small Claims Court Judge:

This firm represents Teamsters Local 624 ("the Union"). The above-referenced small claims court complaint was dropped off with the Union's receptionist. The complaint names Ralph Miranda, the Union's president as one of three defendants. I write to inform the court and the plaintiff of three things:

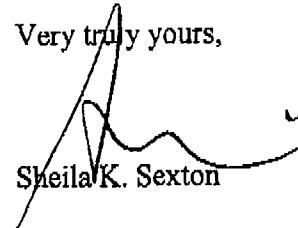
First, the proper defendant is the Union, rather than Mr. Miranda in his individual capacity. The complaint alleges a violation of the Union's duty to notify employees working under a union security clause that they have the right to join or not to join the Union, though if they choose to not become members, the employee is nonetheless required to pay service fees to the Union for its representation. This obligation is the Union's and not Mr. Miranda's as an individual. (See, 29 U.S.C. § 185(b))

Second, regardless of whether the Union or Mr. Miranda is the defendant, the plaintiff has not effected proper service. A union is an unincorporated association which requires that service be made directly on one of its officers. In this case, the server merely left the complaint with the receptionist.

Third, even with proper service, this court does not have jurisdiction over this claim. Rather, this case is properly in a federal district court because the claim is completely preempted by federal labor law. The Union will not file removal papers immediately, given that service has not been effected, but we wanted to make the court, as well as the plaintiff aware of these issues.

Judge, Small Claims Court  
Sonoma County  
October 29, 2007  
Page 2 of 3

Thank you for your attention to this matter and feel free to contact me should you have any questions.

Very truly yours,  
  
Sheila K. Sexton

SKS/ea

cc: Ralph Miranda  
Paul Grisso